

Consent Decree: *United States v. BP America Production Company fka Amoco Production Company, Cam West, Inc., and Cam West Limited Partnership*

Section IX: Appendix 10

1. This Appendix describes SEP No. 4 in this Decree, which addresses the purchase and installation of a mechanism at the Ethete Water Treatment Plant, managed by the Northern Arapaho Utility Organization (“NAUO”), to shut off or not start the filtration pump and send a telephone alarm if the turbidity goes higher than a preset level, which the Northern Arapaho Tribe (“Tribe”) will arrange to purchase and install pursuant to a separate contract among the Defendants and Tribe.
2. Ethete Water Treatment Plan for shutdown of filters on high turbidity: The anticipated environmental and public health benefits resulting from the performance and satisfactory completion of this SEP include the following:

This project will help to ensure that turbidity levels at the Ethete Public Water System will not exceed the amount allowed by 40 C.F.R. § 141.73, by automatically shutting off or not starting the filtration pump and then sending an alarm to the NAUO operator if the system exceeds the turbidity limits. 40 C.F.R. § 141.73 specifies that the turbidity level of representative samples of a system’s filtered water must be less than or equal to 0.3 Nephelometric Turbidity Units (“NTU”) in at least 95 percent of the measurements taken each month and at no time exceed 5 NTU, measured as specified in 40 C.F.R. § 141.74(a)(4) and (c)(1).

Turbidity can interfere with disinfection and can provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms. These organisms include bacteria, viruses, and parasites that can cause symptoms such as nausea, cramps, diarrhea, and associated headaches.

This project will provide health benefits by ensuring better quality drinking water to a minimum of approximately 4,200 people served by the Ethete Public Water System.

3. The Defendants will contract with the Tribe to implement this SEP. This specific project is further described in the attached correspondence from Antelope Pump Service, which describes and bids this project as:

“Ethete Water Treatment Plant for shutdown of filters on high Turbidity”
\$5,970.00.

4. Critical Milestones: Unless the Parties specifically agree otherwise in writing, the Critical Milestones for this SEP are as follows:
- a. No later than 90 days after Defendants have deposited all SEP Funds in the escrow account described in Section XI.33. of the Decree, the Tribe and/or NAUO shall prepare one all-inclusive purchase order for this project, identifying all equipment to be purchased and describing the required installation of this equipment, and shall provide it to the United States and Defendants. The purchase order shall also itemize all specific Tribal labor and overhead costs allowed under this Appendix for which reimbursement is claimed, including Tribal SEP Coordinator fees. All applications for these costs should be made by use of a form containing the types of information required by OMB Form SF 270, and shall be subject to paragraph 6 below.
 - b. Defendants will review and approve the purchase order. No later than 14 days after the United States notifies Defendants of its review of the purchase order, Defendants will cause the approved purchase order, along with a copy of this Appendix and the relevant portions of the Decree addressing SEPs, to be sent to the Tribe, who will be instructed to bill the SEP Escrow Agent on a monthly basis, with all final invoices to be submitted within 60 days after the SEP is completed. Defendants are responsible for ensuring that the purchase order is consistent with the SEPs and this Appendix and may consult with the United States as appropriate.
 - c. The installation and any other associated work required to be done under the approved purchase order shall be completed no later than 90 days after the Tribe has received the approved purchase order. This time period, and any other deadline in these Critical Milestones, may be adjusted due to weather conditions and may be adjusted if this deadline and/or related period for work do not fall within the normal construction season applicable to such a project (generally mid-March through the end of October). In no event, however, shall any time period be adjusted beyond the completion date set forth in Section XI.30 of the Decree.
 - d. The Tribe shall submit invoices to the Escrow Agent, pursuant to the deadlines set forth in Paragraph 4.b., above, which invoices will be approved by the Defendants if consistent with the approved purchase order. The Escrow Agent will pay the approved invoices submitted by the Tribe once per month directly from the SEP Funds. Total payments by the Escrow Agent shall not exceed the amount on the approved purchase order.

- e. This SEP will be deemed to have been performed and satisfactorily completed pursuant to Section IX.32. of the Decree once the requirements of Subparagraph 4.d have been met and EPA accepts the corresponding Joint SEP Completion Report pursuant to Section XI.39.a..
- 5. If the above Critical Milestones are not complied with in a timely manner due to delays by vendors, Tribal contractors, Tribal authorities, or Tribal personnel, the United States has the authority in its unreviewable discretion to determine that the SEP is infeasible and shall not proceed. Pursuant to Section XI. 34 of the Decree, all SEP Funds shall then be directed to another of the SEPs described in this Decree or paid to the United States pursuant to Section XII.48.a.
- 6. Unless the United States and Defendants specifically agree otherwise, Tribal costs that may not be paid from SEP Funds include: project support fees, including those fees that cover the cost of a portion of the salaries and benefits of those Tribal employees associated with project administration and direct costs such as printing, copying, advertising, accounting fees, and the salary of any project officer(s) specifically employed or assigned by the Tribe to work on any SEP. As set forth above, this SEP allows SEP Funds to be used for specific labor and overhead costs.
- 7. Defendants are not responsible for obtaining permits from any applicable governmental entity, including but not limited to Tribal permits and State permits. If any permits are required for this SEP, responsibility for obtaining permits rests with the Tribe. The United States will consider any delay in obtaining or failure to obtain a permit under Section XI.34. of the Decree.
- 8. In order for this SEP to be performed and satisfactorily completed, the Tribe, and their contractors, consultants, and other employees and agents working on the SEP may need access to those areas of the reservation necessary to perform and complete the SEP. If such access is needed by Tribal contractors, consultants, vendors, or other agents and employees engaged by the Tribe to work on the SEP, and the Joint Business Council for the Tribes or other applicable authorities have not granted timely entry and access to them, the Tribe must promptly notify the United States and the Defendants. Further, Defendants must notify the United States promptly if they experience any delays in obtaining relevant information, procedures, access or timely assistance from the Tribe.
- 9. The Defendants and the Tribe have entered into a separate contract regarding performance of the SEP that allocates duties, responsibilities and liabilities as between the Tribe and the Defendants. The separate contract between the Defendants and the Tribe states that any disputes or issues regarding the equipment or its installation or operation shall be resolved solely between the Tribe and its contractors or vendors. The

existence of and the failure to resolve such disputes promptly may render completion of the SEP infeasible pursuant to Section XI.30. and Section XII.48.a.

10. The Parties may change the Critical Milestones in this Appendix if they do so in writing. The agreed-upon changes shall be enforceable under the Decree upon their approval by the United States.
11. The Defendants' contract with the Tribe may contain additional terms for the administration and implementation of this SEP.
12. A copy of this Appendix has been provided to the Tribe(s) and the applicable Utility Organization.

Antelope



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Northern Arapaho Tribe Utilities
Jerry Redman
P.O. BOX 8583
Ethete, WY 82520

Subject: Telephone Dialer and Radio Control Monitoring

Jerry,

The following are budget numbers per our conversation you requested:

Ethette Water Tank Controls (Radio Wireless) for Remote Start/Stop

1ea- Remote Monitoring System to include:

4-20mA Inputs, dry contacts, Outputs for alarms, LCD Operator Display,
Antenna, Solar Panels with charger, Radio Transmitter at tank, pressure transducer
and battery pack.

1ea- Phone Dialer

1ea- Power Pack/24hr Standby Battery(Auto Recharge)

1ea- Relays for each pump

1ea- Labor to install

1ea - Misc Materials for installation

Transmitter, Solar Panel, Pressure Transducer, Battery Charger and batteries will be installed at tank. Phone Dialer, Antenna, Micro-Processor with LCD readout for tank level will be installed at WTP. As level drops in tank signal from transmitter(tank) transmits to Antenna (to Microprocessor and pump will activate and fill tank. Once tank is full signal will turn pumps off. If pump does activate and level drops to a preset level alarm will activate phone dialer

TOTAL PRICE \$7,330.00



Ethette Water Treatment Plant for shutdown of filters on high Turbidity

1ea- Remote Monitoring System to include:

4-20mA Inputs, dry contacts, Outputs for alarms, LCD Operator Display,
Serial Port Communication, Memory and Data Logging, Alarm Processing,
Back-up power supply system and Phone Dialer

1ea- Power Pack/24hr Standby Battery(Auto Recharge)

1ea- Relays for each pump

1ea- Labor to install

1ea - Misc Materials for installation

If turbidity goes higher than preset level, filtration pump will shut off or not start and send alarm to phone dialer. Once preset level is below every thing would be normal once again.

TOTAL PRICE \$5,970.00

Jerry, give me a call if you have any questions. It will take about 5 weeks for material and then schedule a my electrician for the work.. It would be nice if we could do it while it is still warm weather. The only other variable that might make a difference and we briefly discussed the other day was about freezing in the tank in the winter?

PERRY D. HENDRICKS
Sales